



State of Mississippi
Clerk of Court

CFN 2004R0598551
OR Bk 22492 Pgs 2098 - 2108; (11pgs)
RECORDED 07/16/2004 14:52:32
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

I, the undersigned, Clerk of the Chancery
Court of the State of Mississippi do hereby certify that
the foregoing instrument was filed for record on the
day of March at 1 o'clock P.M.
in the year of our Lord one thousand nine hundred and
twenty 12 Page No. 112-122
In witness whereof, my hand and official seal, this
day of March 2005.

DANIEL SHACKELFORD, Chancery Clerk
Deeandra Smith D.C

p7 8/01/05 11:33:18
p3 BK 109 PG 671
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

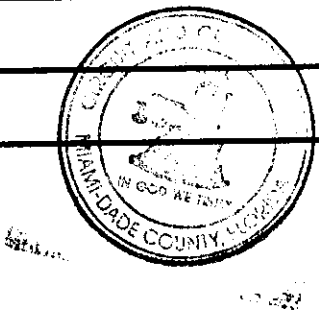
DOCUMENT COVER PAGE

DOCUMENT TITLE: POWER OF ATTORNEY
(Warranty Deed, Mortgage, Affidavit, etc.)

EXECUTED BY: WACHOVIA BANK, NATIONAL ASSOCIATION,
As Trustee

TO: BAYVIEW LOAN SERVICING, LLC

Brief Legal Description: (If Applicable)
NOT APPLICABLE



Prepared By + Return
UNDERWOOD LAW FIRM
340 Edgewood Terrace Drive
Jackson, Mississippi 39206
(601)-981-7773

BOOK 84 PAGE 87

11

LIMITED POWER OF ATTORNEY

In connection with Bayview Financial Mortgage Loan Trust 1999-C, Bayview Financial Mortgage Loan Trust 2000-A, Bayview Mortgage Pass-Through Certificates, Series 2000-1, Bayview Mortgage Pass-Through Certificates, Series 2000-2, Bayview Financial Mortgage Loan Trust 2000-B, Bayview Financial Mortgage Loan Trust 2000-C, Bayview Mortgage Pass-Through Certificates, Series 2000-5, Bayview Financial Revolving Asset Trust 2000-D, Bayview Financial Asset Trust 2001-A, Bayview Mortgage Pass-Through Certificates, Series 2001-5, Bayview Mortgage Securities, Series 2001-6, Bayview Financial Asset Trust 2001-B, Bayview Financial Revolving Asset Trust 2001-C, Bayview Financial Asset Trust 2001-D, Bayview Financial Asset Trust 2002-A, Bayview Asset Backed Securities, Series 2002-4, Bayview Asset Backed Securities, Series 2002-5, Bayview Asset Backed Securities, Series 2002-6, Bayview Financial Revolving Asset Trust 2002-B, Bayview Financial Asset Trust 2002-C, Bayview Financial Asset Trust 2002-D, Bayview Asset Backed Securities, Series 2002-11, Bayview Financial Revolving Asset Trust 2002-E, Bayview Financial Asset Trust 2002-F, Bayview Financial Asset Trust 2003-A, Bayview Financial Asset Trust 2003-B, Bayview Financial Mortgage Pass-Through Certificates, Series 2003-C, Bayview Commercial Asset Trust 2003-1, Bayview Financial Mortgage Pass-Through Certificates, Series 2003-D, Bayview Asset Backed Securities, Series 2003-4, Bayview Asset Backed Securities, Series 2003-5, Bayview Financial Mortgage Pass-Through Certificates, Series 2003-E, Bayview Financial Mortgage Pass-Through Certificates, Series 2003-F, Bayview Asset Backed Securities, Series 2003-7, Bayview Financial Revolving Asset Trust 2003-G, Bayview Financial Mortgage Pass-Through Certificates, Series 2004-A, Bayview Commercial Asset Trust 2004-1 and Bayview Financial Revolving Asset Trust 2004-B (each a "Trust" or "Trust Estate" and collectively, the "Trusts"), Wachovia Bank, National Association (as successor in interest to First Union National Bank), as indenture trustee or trustee of each of the Trusts (hereinafter called the "Trustee") hereby appoints Bayview Loan Servicing, LLC ("BLS") (as successor in interest to Interbay Funding, LLC pursuant to certain assignment and assumption agreements listed on Schedule A attached hereto) as its true and lawful attorney-in-fact to act in the name, place and stead of the Trustee for the purposes set forth below.

This Limited Power of Attorney is given pursuant to Section 4.05(a) of the applicable Transfer and Servicing Agreement or Pooling and Servicing Agreement, or Section 9.03(b) of the applicable Trust Agreement (each such agreement, an "Operative Agreement"), as set forth on Schedule B attached hereto.

Now therefore, the Trustee does hereby constitute and appoint BLS the true and lawful attorney-in-fact of the Trustee and in the Trustee's name, place and stead with respect to each Mortgage Loan for the following, and only the following, purposes:

1. Consistent with the terms of the applicable Operative Agreement and BLS's servicing or subservicing agreement, to execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, tax authority notifications and declaration, deeds, bills of sale, and other instruments of sale, conveyance and transfer,

112817 Bayview Loan Servicing
Power of Attorney

BOOK 84 PAGE 88

appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to effect its execution, delivery, conveyance, recordation of filing.

2. Consistent with the terms of the applicable Operative Agreement and BLS's servicing or subservicing agreement, (i) to prepare, execute and deliver, on behalf of the Trustee, any and all financing statements, continuation statements and other documents or instruments necessary to maintain the lien on each mortgaged property and related collateral; and, modifications, waivers, consents, amendments, discounted payoff agreements, forbearance agreements, cash management agreements or consents to or with respect to any documents contained in the related servicing file; and any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other instruments comparable to any of the types of instruments described in (i), and (ii) institute and prosecute judicial and non-judicial foreclosures, suits on promissory notes, indemnities, guaranties or other documents, actions for equitable and/or extraordinary relief (including, without limitation, actions for temporary restraining orders, injunctions, and appointment of receivers), suits for waste, fraud and any and all other tort, contractual and/or other claims of whatever nature, and to appear in and file on behalf of the Trustee such pleadings or documents as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

3. Consistent with the terms of the applicable Operative Agreement and BLS's servicing or subservicing agreement, to execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavit, affidavits of merit, verification of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Trustee in connection with foreclosure, bankruptcy and eviction actions.

4. Consistent with the terms of the applicable Operative Agreement and BLS's servicing or subservicing agreement, to endorse and/or assign checks or negotiable instruments received by BLS as a mortgage loan payment.

5. The Trustee intends that this Limited Power of Attorney be coupled with an interest and not be revocable.

6. The Trustee further grants to its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that BLS may lawfully perform in exercising those powers by virtue hereof.

7. The Trustee further grants to BLS the limited power of substitution (and subsequent revocation) of another party for the purpose and only for the purpose of endorsing or assigning notes or security instruments in our name, and hereby ratifying and confirming all that the attorney-in-fact, or substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers.

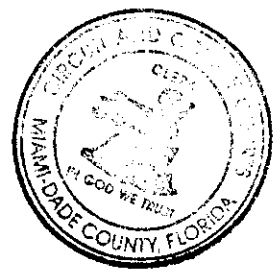
BLS shall indemnify, defend and hold harmless the Trustee and the securityholders of each Trust or Trust Estate, and their respective successors and assigns, from and against any and all claims, losses, costs, expenses (including, without limitation, attorneys' fees, damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to or in

112817 Bayview Loan Servicing
Power of Attorney

BOOK 84 PAGE 89

connection with (i) any act taken by BLS pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

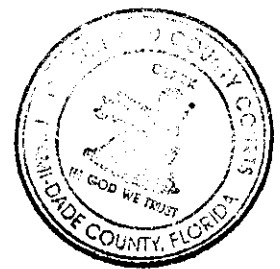


112817 Bayview Loan Servicing
Power of Attorney

BOOK 84 PAGE 90

SCHEDULE A

- (1) Assignment and Assumption Agreement dated as of June 1, 2004 between Interbay Funding, LLC, as assignor, and Bayview Loan Servicing, LLC, as assignee (transfer of servicing under pooling and servicing agreements);
- (2) Assignment and Assumption Agreement dated as of June 1, 2004 between Interbay Funding, LLC, as assignor, and Bayview Loan Servicing, LLC, as assignee (transfer of servicing under transfer and servicing agreements);
- (3) Assignment and Assumption Agreement dated as of June 1, 2004 between Interbay Funding, LLC, as assignor, and Bayview Loan Servicing, LLC, as assignee (transfer of servicing under trust agreements with Bayview Financial Trading Group, L.P., as owner); and
- (4) Assignment and Assumption Agreement dated as of June 1, 2004 between Interbay Funding, LLC, as assignor, and Bayview Loan Servicing, LLC, as assignee (transfer of servicing under trust agreements with M&T Mortgage Corporation, as owner).



SCHEDULE B

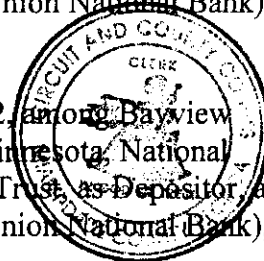
- (1) Transfer and Servicing Agreement dated as of November 1, 1999, among Bayview Financial Mortgage Loan Trust 1999-C, as Issuer, Wells Fargo Bank Minnesota, National Association (as successor to Norwest Bank Minnesota, National Association), as Master Servicer, Bayview Financial Acquisition Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (2) Transfer and Servicing Agreement dated as of February 1, 2000, among Bayview Financial Mortgage Loan Trust 2000-A, as Issuer, Wells Fargo Bank Minnesota, National Association (as successor to Norwest Bank Minnesota, National Association), as Master Servicer, Bayview Financial Acquisition Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (3) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Trustee, dated as of March 17, 2000, with respect to Bayview Mortgage Pass-Through Certificates, Series 2000-1;
- (4) Trust Agreement by and between HomeGold, Inc., as seller, and Wachovia Bank, National Association (as successor to First Union National Bank), as Trustee, dated as of March 17, 2000, with respect to Bayview Mortgage Pass-Through Certificates, Series 2000-2;
- (5) Transfer and Servicing Agreement dated as of April 1, 2000, among Bayview Financial Mortgage Loan Trust 2000-B, as Issuer, Wells Fargo Bank Minnesota, National Association (as successor to Norwest Bank Minnesota, National Association), as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (6) Transfer and Servicing Agreement dated as of July 1, 2000, among Bayview Financial Mortgage Loan Trust 2000-C, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (7) Trust Agreement by and between HomeGold, Inc., as seller, and Wachovia Bank, National Association (as successor to First Union National Bank), as Trustee, dated as of September 1, 2000, with respect to Bayview Mortgage Pass-Through Certificates, Series 2000-5;
- (8) Transfer and Servicing Agreement dated as of November 1, 2000, among Bayview Financial Revolving Asset Trust 2000-D, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust II, as

112817 Bayview Loan Servicing
Power of Attorney

BOOK 84 PAGE 92

Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;

- (9) Transfer and Servicing Agreement dated as of April 1, 2001, among Bayview Financial Asset Trust 2001-A, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (10) Trust Agreement by and between HomeGold, Inc., as seller, and Wachovia Bank, National Association (as successor to First Union National Bank), as Trustee, dated as of May 1, 2001, with respect to Bayview Mortgage Pass-Through Certificates, Series 2001-5;
- (11) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Trustee, dated as of June 1, 2001, with respect to Bayview Mortgage Securities, Series 2001-6;
- (12) Transfer and Servicing Agreement dated as of July 1, 2001, among Bayview Financial Asset Trust 2001-B, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (13) Transfer and Servicing Agreement dated as of August 1, 2001, among Bayview Financial Revolving Asset Trust 2001-C, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust II, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (14) Transfer and Servicing Agreement dated as of November 1, 2001, among Bayview Financial Asset Trust 2001-D, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (15) Transfer and Servicing Agreement dated as of January 1, 2002, among Bayview Financial Asset Trust 2002-A, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (16) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Trustee, dated as of February 1, 2002, with respect to Bayview Asset Backed Securities, Series 2002-4;



- (17) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Trustee, dated as of February 1, 2002, with respect Bayview Asset Backed Securities, Series 2002-5;
- (18) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Trustee, dated as of February 1, 2002, with respect to Bayview Asset Backed Securities, Series 2002-6;
- (19) Transfer and Servicing Agreement dated as of March 1, 2002, among Bayview Financial Revolving Asset Trust 2002-B, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust II, as Depositor, and Wachovia Bank, National Association (as successor to First Union National Bank), as Indenture Trustee and Custodian;
- (20) Transfer and Servicing Agreement dated as of April 1, 2002, among Bayview Financial Asset Trust 2002-C, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;
- (21) Transfer and Servicing Agreement dated as of July 1, 2002, among Bayview Financial Asset Trust 2002-D, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;
- (22) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Trustee, dated as of July 1, 2002, with respect to Bayview Asset Backed Securities, Series 2002-11;
- (23) Transfer and Servicing Agreement dated as of September 1, 2002, among Bayview Financial Revolving Asset Trust 2002-E, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust II, as Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;
- (24) Transfer and Servicing Agreement dated as of December 1, 2002, among Bayview Financial Asset Trust 2002-F, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;
- (25) Transfer and Servicing Agreement dated as of January 1, 2003, among Bayview Financial Asset Trust 2003-A, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;
- (26) Transfer and Servicing Agreement dated as of February 1, 2003, among Bayview Financial Asset Trust 2003-B, as Issuer, Wells Fargo Bank Minnesota, National

Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;

- (27) Pooling and Servicing Agreement dated as of April 1, 2003, among Bayview Financial Property Trust, as Depositor, Wells Fargo Bank Minnesota, National Association, as Master Servicer, and Wachovia Bank, National Association, as Trustee, with respect to Bayview Financial Mortgage Pass-Through Certificates, Series 2003-C;
- (28) Transfer and Servicing Agreement dated as of June 1, 2003, among Bayview Commercial Asset Trust 2003-1, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;
- (29) Pooling and Servicing Agreement dated as of July 1, 2003, among Bayview Financial Securities Company, LLC, as Depositor, Wells Fargo Bank Minnesota, National Association, as Master Servicer, and Wachovia Bank, National Association, as Trustee, with respect to Bayview Financial Mortgage Pass-Through Certificates, Series 2003-D;
- (30) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Trustee, dated as of August 1, 2003, with respect to Bayview Asset Backed Securities, Series 2003-4;
- (31) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Trustee, dated as of August 1, 2003, with respect to Bayview Asset Backed Securities, Series 2003-5;
- (32) Pooling and Servicing Agreement dated as of September 1, 2003, among Bayview Financial Securities Company, LLC, as Depositor, Wells Fargo Bank Minnesota, National Association, as Master Servicer, and Wachovia Bank, National Association, as Trustee, with respect to Bayview Financial Mortgage Pass-Through Certificates, Series 2003-E;
- (33) Pooling and Servicing Agreement dated as of November 1, 2003, among Bayview Financial Securities Company, LLC, as Depositor, Wells Fargo Bank Minnesota, National Association, as Master Servicer, and Wachovia Bank, National Association, as Trustee, with respect to Bayview Financial Mortgage Pass-Through Certificates, Series 2003-F;
- (34) Trust Agreement by and between Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Trustee, dated as of December 1, 2003, with respect to Bayview Asset Backed Securities, Series 2003-7;
- (35) Transfer and Servicing Agreement dated as of December 1, 2003, among Bayview Financial Revolving Asset Trust 2003-G, as Issuer, Wells Fargo Bank Minnesota, National Association, as Master Servicer, Bayview Financial Property Trust II, as

Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;

- (36) Transfer and Servicing Agreement dated as of February 1, 2004, among Bayview Commercial Asset Trust 2004-1, as Issuer, Wells Fargo Bank, N.A., as Master Servicer, Bayview Financial Property Trust, as Depositor, and Wachovia Bank, National Association, as Indenture Trustee and Custodian;
- (37) Pooling and Servicing Agreement dated as of March 1, 2004, among Bayview Financial Securities Company, LLC, as Depositor, Wells Fargo Bank, N.A., as Master Servicer, and Wachovia Bank, National Association, as Trustee, with respect to Bayview Financial Mortgage Pass-Through Certificates, Series 2004-A; and
- (38) Transfer and Servicing Agreement dated as of April 1, 2004, among Bayview Financial Revolving Asset Trust 2004-B, as Issuer, Wells Fargo Bank, N.A. as Master Servicer, Bayview Financial Property Trust II, as Depositor, Wachovia Bank, National Association, as Indenture Trustee and Custodian, and BNY Trust Company of Canada, as Co-Indenture Trustee.



IN WITNESS WHEREOF, the Trustee has executed this Limited Power of Attorney this
8th day of July, 2004.

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____

Name: Gregory J. Yanok

Title: Vice President

UNOFFICIAL WITNESS:

By: _____

Name: BRYON M. TINNIN
ASSISTANT VICE PRESIDENT

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBERG)

The foregoing instrument was acknowledged before me in the County of
Mecklenberg, this 8 day of July, 2004, by Gregory J. Yanok,
Vice President of Wachovia Bank, National Association, a national banking
association, on behalf of the association.

My Commission Expires:

SANDI L. LEE
MECKLENBURG, NC
My Commission Expires August 30, 2004

Sandi L. Lee
Notary Public

2004 OCT 18 PM 2:09
BOOK 84 PAGE 87-97
C.W. "CHUCK" THOMAS
CHANCERY CLERK

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 19 day of
July, A.D. 2004

WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By Harvey Ruvin D.C.

